

KCS 59054

SUBLEASE

THIS SUBLEASE, made and entered into as of the first day of August, 1970, by and between JOHN FUCHEK and LAWRENCE FUCHEK, d/b/a Western Metal Products Co., hereinafter referred to as "Lessor", and NORMAN G. LANDIS, d/b/a Norm's Aero Machine, hereinafter referred to as "Lessee".

WITNESSETH:

That Lessor, in consideration of the rents, covenants, terms and conditions hereinafter mentioned, does hereby sublease and demise unto Lessee, and Lessee does hereby lease from Lessor all of the existing shop area of those certain premises located at 7696 Perimeter Road South, Boeing Field, Seattle, Washington, described as follows:

An Irregular shaped tract of land in the Southeast Quarter of Section 28, Township 24 North, Range 4 East, Willamette Meridian, described as follows: Beginning at the South Quarter (1/4) Corner of Section 28, thence South 89°17'40" East a distance of 768.44 feet; thence North 25°49'26" West a distance of 128.00 feet; thence North 60°10'34" East a distance of 509.00 feet; thence North 36°56'56" West a distance of 250.00 feet to the TRUE POINT OF BEGINNING; thence continuing on the same bearing 90.00 feet; thence North 60°10'34" East a distance of 97.50 feet to a point of curvature of a curve to the right and having a radius of 2586.33 feet; thence along said curve to the right an arc distance of 91.00 feet; thence South 60°10'34" West a distance of 80.00 feet to the TRUE POINT OF BEGINNING. An area containing 8032.5 square feet, more or less.

In addition to the premises being subleased hereunder, Lessee is granted the lease of the existing machinery and tools as more particularly described in the Inventory attached hereto as Exhibit A.

1. King County Lease. The Lessor's leasehold interest and its right to enter into this sublease with Lessee exist by virtue of that certain lease entered into by Lessor and King County, Washington, under date of May 5, 1958, hereinafter referred to as the "King County Lease". The King County Lease was made pursuant to authority of Chapter 87, Laws of 1901; Chapter 162, Laws of 1913; Chapter 110, Section 2, Laws of 1941; Chapter 41, Laws of 1951; and Chapter 187, Laws of 1953 of the State of Washington, and all amendments thereto; and said laws are hereby incorporated into this sublease by this reference and made a part hereof as if set forth in detail.

2. Approval. This sublease shall have no force or effect until King County gives its written authorization and consent to its execution; but upon the granting of such consent this sublease shall be deemed to have been in effect as of the commencement of the initial term hereof.

3. Term. The term of this sublease shall be for a period of one year commencing August 1, 1970, and ending July 31, 1971.

4. Rent. Lessee agrees to pay to Lessor as rental for the premises, without deduction or offset, at such place as may be designated from time to time by Lessor in writing, the sum of \$465.00 per month. The rent shall be payable monthly, in advance, on or before the tenth day of each and every calendar month of the term, with the first and last month's rent due and payable on or before August 10, 1969. In the event such rent is not paid when due, interest at the maximum legal rate then allowable under law, shall accrue thereon until all unpaid rent and interest has been paid in full. Any acceptance by Lessor of a partial payment of rent and interest shall not constitute a waiver of any remaining unpaid rent and/or interest which may have accrued at that time or which may accrue thereafter.

*John Fuchek* *Lawrence Fuchek* *Norman G. Landis*  
*Witness* *Witness* *Witness*

If at any time pursuant to the terms of the King County Lease, Lessor is required to pay an increased monthly rental over that which it is paying as of August, 1970, then the rent which is payable hereunder shall be simultaneously increased by the amount of such increase which is allocable to the premises.

5. Use of the Premises. Lessee may use the premises for the operation of a machine shop and light manufacturing work.

6. Utilities and Taxes. Lessor shall pay for all water and sewage service supplied to the premises, and shall pay for all other utilities and services supplied to the premises, including but not limited to heat, light, power and garbage collection. Lessor shall pay all taxes or assessments levied or assessed against the leased premises, machinery and equipment.

7. Access. Lessee shall allow Lessor to use the leased premises, machinery and equipment so long as such use does not interfere with Lessee's use thereof. Lessee shall allow Lessor and representatives of King County free access to the premises at all reasonable times for the purpose of inspection of the same and in performing any work therein which they have the right or are required to perform under this sublease or under the King County Lease.

8. Alterations. Lessee shall not make any additions, alterations or modifications to the premises without first having the written consent of Lessor and King County or their agents.

9. Repairs. Lessee will at all times keep the premises neat, clean and in orderly condition. Except for reasonable wear and tear and damage by fire or unavoidable casualty, Lessee will at all times preserve said premises and the leased machinery and equipment in as good repair as they now are or may hereafter be put to. All such repairs shall be at Lessee's sole cost and expense, except outside walls, roof and foundation of the premises.

10. Damage or Destruction. In the event of the premises shall be destroyed or rendered untenable by fire or other unavoidable casualty, Lessor may, at its option, restore said premises to their previous condition, and in the meantime the rent shall be abated in the same proportion as the untenable portion of the premises bears to the whole thereof; but unless Lessor, within thirty (30) days after the happening of any such casualty, shall notify Lessee of its election to so restore said premises, this sublease shall thereupon terminate and end.

11. Signs. All signs and symbols used on the premises by the Lessee shall comply with all applicable city ordinances and regulations and shall be subject to the prior written approval of Lessor and King County.

12. Default. Time is of the essence of this agreement and if any rents above reserved, or any part thereof, shall be and remain unpaid when the same shall become due, or if Lessee shall violate or default in any of the covenants and agreements herein contained, or if Lessee shall become insolvent, have a receiver appointed, go into liquidation or become a party to any action relating to bankruptcy or insolvency which is instituted or not dismissed within thirty (30) days, then the Lessor may cancel this sublease upon giving the notice required by law, and re-enter the leased premises, but notwithstanding such re-entry by the Lessor, the liability of the Lessee for the rent provided for herein shall not be extinguished for the balance of the term of this sublease, and Lessee covenants and agrees to make good to the Lessor any deficiency arising from a re-entry and reletting of the premises at a lesser rental than herein agreed to. The Lessee shall pay such deficiency each month as the amount thereof is ascertainable by the Lessor.

13. Indemnity and Liability Insurance. Lessee shall indemnify and save Lessor harmless from all claims, demands, causes of action, judgments, attorneys' fees, costs and expenses made by third parties, arising from or connected with the Lessee's use of the premises or from the negligent acts or omissions of the Lessee, his agents, licensees, invitees or guests. Lessee shall obtain and carry combined single limit liability insurance in the amount of three hundred thousand dollars (\$300,000) to cover bodily injury, death and property damage from Lessee's use and occupancy of the premises, with Lessor named thereon as an additional insured. Lessee, upon request, shall furnish Lessor with evidence of such insurance coverage.

14. Subrogation Waiver. Neither the Lessor nor the Lessee shall be liable to the other for damage to the property of the other which results from direct loss by fire, lightning, wind storm, hail, explosion, riot attending a strike, civil commotion, aircraft, vehicles and smoke and/or damage caused by removal from the premises endangered by such perils, such as perils are defined and limited in Lessor's insurance policies then in force even though such resulting damage may be due to the negligent act or neglect of either the Lessor or the Lessee, their agents or employees.

15. Compliance with Laws. Lessee in the conduct of its business in and on the premises will abide by and be governed by the rules and regulations for the governing of Boeing Field which are promulgated by King County or any department thereof; by the United States Government or any department thereof; or by the State of Washington or any department thereof.

16. Assignability. Lessee shall not sublet or assign this sublease or any interest therein, or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the agents and servants of Lessee excepted) to occupy or use the premises or any portion thereof without the written consent of Lessor and King County first had and obtained; however, Lessor shall not unreasonably withhold such consent.

17. Removal of Property. The Lessee shall have the right to remove from the premises all machinery and equipment installed therein, whether or not such machinery or equipment be attached to the real estate, excepting that such right of removal shall not apply to any machinery or equipment described in Exhibit A and provided that all such machinery and equipment shall be removed at the date of the termination of this sublease or any extension or renewal thereof; and provided, further, Lessee shall restore and repair any damage to the leased premises caused by the removal of such machinery or equipment. If Lessee shall fail to remove any of its property of any nature whatsoever from the leased premises at the termination of this sublease or when Lessor has the right of re-entry, Lessor may, at its option, remove and store said property without liability for loss thereof or damage thereto, such storage to be for the account and at the expense of Lessee.

18. Holding Over. In the event Lessee holds over after the termination of the term of this sublease or of any extension thereof such holding over shall not be considered as or being a renewal of this sublease. Such holding over shall, at the option of Lessor, be construed to be a tenancy from month to month only, at the same rental and under the same terms and conditions as are provided in this sublease so far as they are then applicable.

19. Attorney Fees. In case suit or action is brought by Lessor or Lessee for an unlawful detainer of the premises, for the recovery of any rent due under the provisions of this sublease, or because of the breach of any covenant herein contained, or for interpretation or construction of this sublease in the event of bona fide and genuine disagreement over the same, the unsuccessful party shall pay to the successful party in such suit or action, such reasonable attorney fees in addition to the relief otherwise awarded therein, as shall be fixed and awarded by the court, including any court on appeal.

20. Successors and Assigns. The covenants and conditions herein contained shall inure to the benefit of and be binding upon all of the successors and assigns of the parties hereto, including the construction money lenders.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first above written.

John Fuchek  
John Fuchek Lessor


Lawrence E. Fuchek  
Lawrence Fuchek Lessor

Norman C. Landis  
Norman C. Landis Lessee

STATE OF WASHINGTON )  
COUNTY OF KING ) ss

On this day personally appeared before me, John Fuchek and Lawrence Fuchek, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.


Given under my hand and official seal this 22<sup>nd</sup> day of July, 1970.

  
Notary Public in and for the State  
of Washington, residing at Seattle.

STATE OF WASHINGTON )  
COUNTY OF KING ) ss

On this day personally appeared before me, Norman C. Landis, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 22 day of July, 1970.

  
Notary Public in and for the State  
of Washington, residing at Seattle.

The County Executive hereby authorizes and consents to the foregoing sublease as required by Paragraph \_\_\_ of the lease between King County and Lessor dated May 5, 1958.

  
John Spillman  
County Executive of King County

EXHIBIT A

WESTERN METAL PRODUCTS

1 Dividing Head  
1 Die Filler with Tools  
1 Drill Chuck for Bridgeport Mill  
72 Cutter (Misc. Wheel)  
1 Bender (Hand) - Dia Aero - 2 1/2 inch  
1 Hydraulic Press - Wilson -- 25 tons  
1 Gas Welder with Torch & Tips  
10 Broache 8 (Misc.)  
Misc. Tools for Laythe - 2 turret Post Holders -  
2 Quick Change Tool Holders-  
1 Drill Chuck -  
2 Live Centers  
100 Misc. Small Tools  
1 Height Gage - 12 inch  
3 Surface Plates - 15 inch  
3 Bench Vices  
10 Micrometers - 11" to 9" (Inclusive)  
2 Solder Guns - 250 watts  
Sliding Calipers - 2 ea. - 6 inch. - 1 ea. 12 inch.  
2 1 H.P. Router  
1 Spotwelder (16 Gage)  
1 Sander (Hand-Belt) Ser. # 387728  
1 Socket Wrench Set - Challenger - 3/16" to 1"  
1 Vacuum Cleaner - Tornado  
1 Shear - Paxto - 36 inch  
1 Brake Press - Chicago - 48 inch  
1 Mill - Bridgeport - 1-1/2 H.P. - #118040  
1 Mill - Bridgeport - 1 H.P. - #521660  
1 Laythe - Hercules - 14 inch  
1 Laythe - Logan - 10 inch with collets  
1 Punch Press - Niagara - 30 ton  
1 Arc Welder - Hobart - 220 volts  
1 Compressor - Worthington - 5 H.P.  
1 Bandsaw - DoAll - 16 inch  
1 Cutoff saw - Wells - 9 inch  
2 Drill Presses - Walker-Turner - 15 inch  
1 Drill Press - Delta - 17 inch  
1 Rockwell Tester - Wilson  
2 Grinders - 6"  
1 Sander (Upright)  
1 Sander - Horizontal with Disc - Walker-Turner  
1 Boring Head - Criterion  
2 Bridgeport Vices  
2 Sets Collets - Bridgeport  
220 End Mills - 1/8" to 1-1/2" Dia.  
1 Cut-off Saw - Delta - 12 inch  
1 Tumbler (Cement Mixer) with Rock  
1 Hand Grinder - Dumore - Ser. #8175  
2 Hand Drills - 1/4"  
1 Numbering Tool - 1/8" Ser. #522R54  
8 Sets Steel Stamps - 1/16" to 1/8"  
1 Taping Head (Geometric)  
1 Thread Cutting Set - 1/4" to 1/2"  
1 Pipe Threading Set - 1/6" to 1"  
24 Special Reamers